

1 Jack Russo (Cal. Bar No. 96068)
2 Christopher Sargent (Cal. Bar No. 246285)
3 Ansel Halliburton (Cal. Bar No. 282906)
4 COMPUTERLAW GROUP LLP
5 401 Florence Street
Palo Alto, CA 94301
6 (650) 327-9800
(650) 618-1863 fax
7 jrusso@computerlaw.com
8 csargent@computerlaw.com
9 ahalliburton@computerlaw.com

Attorneys for Plaintiff
XIMPLEWARE CORP.

IN THE SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

Versata Software, Inc., f/k/a Trilogy Software, Inc., and Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc.

Plaintiffs;

V.

Ameriprise Financial, Inc., Ameriprise Financial Services, Inc., and American Enterprise Investment Services, Inc.,

Defendants.

Case No. D-1-GN-12-003588

XIMPLEWARE CORP.'S RESPONSES
AND OBJECTIONS TO DEFENDANT
AMERIPRIZE'S DEPOSITION SUBPOENA
FOR PERSONAL APPEARANCE AND
PRODUCTION OF DOCUMENTS,
ELECTRONICALLY STORED
INFORMATION, AND THINGS IN
ACTION PENDING OUTSIDE OF
CALIFORNIA

1 Pursuant to California Code of Civil Procedure Section 2025.010, *et seq.*, XimpleWare
 2 Corp. (“XimpleWare”) hereby responds to Defendant Ameriprise Financial, Inc.’s (“Ameriprise”
 3 or “Defendant”) Deposition Subpoena for Personal Appearance and Production of documents,
 4 Electronically Stored Information, and Things In Action Pending Outside California (the
 5 “Subpoena”) as follows:

6 **GENERAL OBJECTIONS**

7 1. Ximpleware objects to the noticed date of the deposition as “November 5, 2013”
 8 as it was set without consulting with counsel regarding availability of witnesses and counsel.
 9 Ximpleware is prepared to make a witness or witnesses available to testify on Ximpleware’s
 10 behalf concerning the deposition topics for which Ximpleware has no objections, as indicated
 11 below.

12 2. XimpleWare has made a reasonable inquiry concerning the matter in each
 13 particular deposition topic and document request. The following responses and objections are
 14 based on XimpleWare’s present state of recollection, knowledge, and belief. XimpleWare
 15 reserves the right to supplement the responses set forth below at XimpleWare’s option, or to
 16 introduce at trial, or other proceedings related to this action, information not set forth herein if
 17 such materials become known or available to XimpleWare subsequent to the date of this
 18 response. Consequently, these responses are at all times subject to additional or different
 19 information that discovery may disclose, and, while based on the present state of recollection, are
 20 subject to such refreshing of recollection, and such knowledge or facts may result from further
 21 investigation by XimpleWare and its attorneys.

22 3. XimpleWare’s responses and objections are made without in any way waiving or
 23 intending to waive, but on the contrary intending to preserve:

24 a. All questions as to competency, relevancy, materiality, privilege, and admissibility
 25 as evidence for any purpose of the responses, documents, or subject matter thereof, in any
 26 subsequent proceeding or the trial of this or any other action;

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b. The right to object on any ground to the use of any of said responses or documents, or their subject matter, in all subsequent proceedings, including the trial of this or any other action;

c. The right to object on any ground to any request for further responses to these or any other discovery requests involving or relating to the subject matter of the document requests and topics for examination;

d. The right to supplement, modify, or amend the responses; and

e. Except for explicit facts admitted or denied herein, no incidental or prior admissions or denials are intended.

4. XimpleWare objects to each definition and deposition topic to the extent it purports to impose a greater burden on XimpleWare than the California Code of Civil Procedure, the California Rules of Court, Local Rules, or any other applicable rules or statutes would require.

5. XimpleWare objects to each definition to the extent that it seeks to broaden the scope of allowable discovery and compel XimpleWare to produce information or documentation not in the possession, custody, or control of XimpleWare.

6. XimpleWare will respond to the subpoena to the extent that it and its individual document requests and topics for testimony, are not objectionable for the reasons below. XimpleWare reserves the right to further object to the subpoena in any response.

7. Ximpleware objects to each and every request to the extent it seeks information already in a party's possession or available to a party from some other source (including public sources) that is more convenient, less burdensome, or less expensive. This means that if you are seeking information from XimpleWare that is equally available from a party in the above-referenced litigation, XimpleWare objects to that request on that basis.

8. XimpleWare further objects to each and every request to the extent it seeks information containing confidential, financial, proprietary, or trade secret information, or any information subject to a confidentiality agreement or Protective Order. While XimpleWare does not require a Protective Order for production of its non-confidential information, XimpleWare

1 will only produce information it deems confidential pursuant to a confidentiality agreement or
 2 Protective Order that it deems suitably protective. Should a Protective Order become necessary,
 3 we would request that you provide a draft for XimpleWare's review and revisions.

4 9. XimpleWare further objects to each and every request to the extent it seeks
 5 information protected by any privilege, including, though not limited to, the attorney-client
 6 privilege, work product immunity doctrine, joint defense privilege, common interest privilege, or
 7 any other applicable privilege, immunity, or restriction on discovery.

8 10. XimpleWare further objects to each and every request to the extent it is overly
 9 broad, unduly burdensome, oppressive, to the extent it is seeking information that is neither
 10 relevant to the disputed issues in the action nor likely to lead to the discovery of admissible
 11 evidence.

12 11. XimpleWare further objects to each and every request to the extent it is vague,
 13 ambiguous, unintelligible, not limited in time or scope, fails to identify the information sought
 14 with reasonable particularity, or imposes an undue burden on XimpleWare, including seeking
 15 electronically stored information that is not reasonably accessible to XimpleWare, or information
 16 that is not and has never been in XimpleWare's custody or control.

17 12. XimpleWare further objects to the subpoenaing party's definition of
 18 "Ximpleware" as misleading and inaccurate; XimpleWare is a company with a product called
 19 "vtd-xml" and the subpoenaing party's definition leads to ambiguity and confusion in the
 20 requests and topics for examination that follow.

21 13. Pursuant to Cal. Code. Civ. Proc. § 2031.210, XimpleWare objects to each and
 22 every request on the grounds that it includes or relies upon a preface or instruction that has not
 23 been approved under Cal. Code. Civ. Proc. §2031.210 *et seq.*

24 14. These General Objections shall be deemed to be incorporated in full into the
 25 response to each deposition topic and request set forth below and any responses are subject to the
 26 limitation and objections set forth herein, and are without prejudice to XimpleWare's rights with
 27 respect thereto.

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OBJECTIONS AND RESPONSES TO TOPICS FOR EXAMINATION

Topic No. 1:

Any license, agreement, or other permission granted to Versata to use, modify or distribute the Ximpleware XML parser.

Response to Topic No. 1:

XimpleWare incorporates by reference each and every one of the General Objections as if set forth here in full. XimpleWare objects to this topic as vague and ambiguous regarding its use of the phrase “Ximpleware XML parser.”

Subject to and without waiving the foregoing objections, XimpleWare will produce a witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to the terms of a mutually acceptable Protective Order for the protection of XimpleWare's confidential information.

Topic No. 2:

The forms of licenses under which You have offered Ximpleware to third parties.

Response to Topic No. 2:

XimpleWare incorporates by reference each and every one of the General Objections as if set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of information subject to a Protective Order, privacy interest, contractual obligation, or other confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the extent that it calls for provision of confidential or proprietary information of XimpleWare.

XimpleWare will only testify to information it deems confidential pursuant to a Protective Order.

XimpleWare further objects to this topic as overly broad and unduly burdensome to the extent it seeks information that is neither relevant to the disputed issues in this action nor likely to lead to the discovery of admissible evidence. XimpleWare further objects to this topic to the extent that it is impermissibly vague, ambiguous or fails to describe the deposition topic with reasonable

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1 of the phrase "Ximpleware." XimpleWare further objects to this topic as overly broad and unduly
2 burdensome to the extent that it is not limited to a relevant time period.

3 Subject to and without waiving the foregoing objections, XimpleWare will produce a
4 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
5 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
6 confidential information.

7 **Topic No. 3:**

8 The means by which Ximpleware has been made available to third parties from January
9 1, 2006 to the present, including without limitation the identity of any third-party distributor and
10 source and binary distributions of the Java version and .zip and .jar forms.

11 **Response to Topic No. 3:**

12 XimpleWare incorporates by reference each and every one of the General Objections as if
13 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
14 information subject to a Protective Order, privacy interest, contractual obligation, or other
15 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
16 extent that it calls for provision of confidential or proprietary information of XimpleWare.

17 XimpleWare will only testify to information it deems confidential pursuant to a Protective Order.
18 XimpleWare further objects to this topic to the extent that it is impermissibly vague, ambiguous
19 or fails to describe the deposition topic with reasonable particularity. XimpleWare further objects
20 to this topic as vague and ambiguous regarding its use of the phrases "means," "Ximpleware,"
21 and "source and binary distributions of the Java version and .zip and .jar forms."

22 Subject to and without waiving the foregoing objections, XimpleWare will produce a
23 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
24 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
25 confidential information.

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1 **Topic No. 4:**

2 Any basis for concluding that Versata could have obtained Ximpleware pursuant to terms
 3 and conditions other than those contained in GNU GPL Version 2, attached as Exhibit C hereto,
 4 including but not limited to any commercial license.

5 **Response to Topic No. 4:**

6 XimpleWare incorporates by reference each and every one of the General Objections as if
 7 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 8 information subject to a Protective Order, privacy interest, contractual obligation, or other
 9 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 10 extent that it calls for provision of confidential or proprietary information of XimpleWare.
 11 XimpleWare will only testify to information it deems confidential pursuant to a Protective Order.
 12 XimpleWare further objects to this topic to the extent that it is impermissibly vague, ambiguous
 13 or fails to describe the deposition topic with reasonable particularity. XimpleWare further objects
 14 to this topic as vague and ambiguous regarding its use of the phrase "Ximpleware." XimpleWare
 15 further objects to this topic as overly broad and unduly burdensome to the extent that it is not
 16 limited to a relevant time period.

17 Subject to and without waiving the foregoing objections, XimpleWare will produce a
 18 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 19 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 20 confidential information.

21 **Topic No. 5:**

22 The benefits vtd-xml is designed to provide to a Java-based program that must have the
 23 capability to parse xml files.

24 **Response to Topic No. 5:**

25 XimpleWare incorporates by reference each and every one of the General Objections as if
 26 set forth here in full. XimpleWare objects to this topic to the extent that it calls for provision of
 27 confidential or proprietary information of XimpleWare. XimpleWare further objects to this topic
 28 as seeking information that is not relevant nor reasonably calculated to lead to the discovery of

1 admissible evidence because it seeks an opinion, legal or otherwise. XimpleWare will only
 2 testify to confidential information pursuant to a Protective Order.

3 Subject to and without waiving the foregoing objections, XimpleWare will produce a
 4 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 5 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 6 confidential information.

7 **Topic No. 6:**

8 Your source code distribution expectations for licensees who obtain Ximpleware via the
 9 Sourceforge.net

10 **Response to Topic No. 6:**

11 XimpleWare incorporates by reference each and every one of the General Objections as if
 12 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 13 information subject to a Protective Order, privacy interest, contractual obligation, or other
 14 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 15 extent that it calls for provision of confidential or proprietary information of XimpleWare.

16 XimpleWare will only testify to information it deems confidential pursuant to a Protective Order.
 17 XimpleWare further objects to this topic to the extent that it is impermissibly vague, ambiguous
 18 or fails to describe the deposition topic with reasonable particularity. XimpleWare further objects
 19 to this topic as vague and ambiguous regarding its use of the phrases "Ximpleware" and
 20 "expectations." XimpleWare further objects to this topic as overly broad and unduly burdensome
 21 to the extent that it is not limited to a relevant time period.

22 Subject to and without waiving the foregoing objections, XimpleWare will produce a
 23 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 24 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 25 confidential information.

26 **Topic No. 7:**

27 The authenticity of and foundation for any documents produced in response to the
 28 attached set of document requests.

1 **Response to Topic No. 7:**

2 Subject to and without waiving the foregoing objections, and subject to the specific
 3 objections to each request for production of documents below, XimpleWare will produce a
 4 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 5 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 6 confidential information.

7 **DOCUMENT REQUESTS**8 **Request No. 1:**

9 All licenses or contracts between You and Versata.

10 **Response to Request No. 1:**

11 XimpleWare is unable to comply with this request. XimpleWare has made a diligent
 12 search for the documents or things requested and a reasonable inquiry in an effort to comply with
 13 this request. XimpleWare is unable to produce the items requested because, to the best of
 14 XimpleWare's knowledge and belief, the item or category has never existed.

15 **Request No. 2:**

16 Records sufficient to show all contact with the website SourceForge.net (or from any
 17 other source by which Ximpleware may be obtained, if any) by Versata relating to Ximpleware,
 18 including records sufficient to identify the IP addresses making such contact.

19 **Response to Request No. 2:**

20 XimpleWare incorporates by reference each and every one of the General Objections as if
 21 set forth here in full. XimpleWare further objects to this request as vague and ambiguous in its
 22 use of the phrase "Ximpleware." XimpleWare further objects to this request to the extent it
 23 purports to require XimpleWare to produce documents containing the trade secret, proprietary, or
 24 confidential information of XimpleWare or third parties; XimpleWare may allow for the
 25 production of such documents under an appropriate Protective Order, but pending such action,
 26 XimpleWare will not produce such documents. XimpleWare further objects to this request to the
 27 extent the information requested is publicly available, and therefore as unduly burdensome.

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1 Subject to and without waiving the foregoing objections, and based upon XimpleWare's
2 understanding of a reasonable meaning of the phrase "Ximpleware" XimpleWare will produce
3 any responsive documents that are actually in XimpleWare's possession, custody, or control,
4 pursuant to the terms of a mutually acceptable Protective Order for the protection of
5 XimpleWare's confidential information, except for privileged documents, which XimpleWare
6 will not produce.

7 **Request No. 3:**

8 Records sufficient to show all downloads of Ximpleware by Versata, along with any
9 associated license that accompanied such download.

10 **Response to Request No. 3:**

11 XimpleWare incorporates by reference each and every one of the General Objections as if
12 set forth here in full. XimpleWare further objects to this request as vague and ambiguous in its
13 use of the phrases "Ximpleware" and "associated license."

14 Subject to and without waiving the foregoing objections, and based upon XimpleWare's
15 understanding of a reasonable meaning of the phrases "Ximpleware" and "associated license."
16 XimpleWare will produce any responsive documents that are actually in XimpleWare's
17 possession, custody, or control, pursuant to the terms of a mutually acceptable Protective Order
18 for the protection of XimpleWare's confidential information, except for privileged documents,
19 except for privileged documents, which XimpleWare will not produce.

20 **Request No. 4:**

21 Records sufficient to demonstrate the forms of licenses under which you have offered
22 Ximpleware to third parties (with redactions of financial terms of the license if desired) and the
23 time periods during which such licenses were offered.

24 **Response to Request No. 4:**

25 XimpleWare incorporates by reference each and every one of the General Objections as if
26 set forth here in full. XimpleWare further objects to this request as vague and ambiguous in its
27 use of the phrase "Ximpleware." XimpleWare further objects to this request as overly broad and
28 unduly burdensome to the extent that it is not limited to a relevant time period. XimpleWare

1 further objects to this request to the extent it purports to require XimpleWare to produce
2 documents containing the trade secret, proprietary, or confidential information of XimpleWare or
3 third parties; XimpleWare may allow for the production of such documents under an appropriate
4 Protective Order, but pending such action, XimpleWare will not produce such documents.

5 | Request No. 5:

6 Records sufficient to demonstrate all forms in which Ximpleware was distributed from
7 January 1, 2006 to the present, including but not limited to source and binary distributions of the
8 Java version and .zip and .jar forms, along with exemplars of all such distributions.

9 | Response to Request No. 5:

0 XimpleWare incorporates by reference each and every one of the General Objections as if
1 set forth here in full. XimpleWare further objects to this request as vague and ambiguous in its
2 use of the phrases “Ximpleware” and “source and binary distributions of the Java version and
3 .zip and .jar forms.” XimpleWare further objects to this request to the extent it purports to require
4 XimpleWare to produce documents containing the trade secret, proprietary, or confidential
5 information of XimpleWare or third parties; XimpleWare may allow for the production of such
6 documents under an appropriate Protective Order, but pending such action, XimpleWare will not
7 produce such documents.

Dated: October 23, 2013

COMPUTERLAW GROUP LLP

By:

Jack Russo
Christopher Sargent
Ansel Halliburton

Attorneys for Plaintiff
XIMPLEWARE CORP.

1 Jack Russo (Cal. Bar No. 96068)
2 Christopher Sargent (Cal. Bar No. 246285)
3 Ansel Halliburton (Cal. Bar No. 282906)
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Attorneys for Plaintiff
XIMPLEWARE CORP.

IN THE SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

Versata Software, Inc., f/k/a Trilogy Software, Inc., and Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc..

Plaintiffs;

1

Ameriprise Financial, Inc., Ameriprise Financial Services, Inc., and American Enterprise Investment Services, Inc.

Defendants.

Case No. D-1-GN-12-003588

XIMPLEWARE CORP.'S RESPONSES
AND OBJECTIONS TO PLAINTIFF
VERSATA'S CROSS-NOTICE OF
INTENTION TO TAKE ORAL AND
VIDEOTAPED DEPOSITION OF
XIMPLEWARE CORP.

1 Pursuant to California Code of Civil Procedure Section 2025.010, *et seq.*, XimpleWare
2 Corp. ("XimpleWare") hereby responds to Plaintiff Versata Software, Inc.'s ("Versata" or
3 "Plaintiff") Cross-Notice of Intention to Take Oral and Videotaped Deposition of Ximpleware
4 Corp. ("Subpoena") as follows:

5 **GENERAL OBJECTIONS**

6 1. Ximpleware objects to the noticed date of the deposition as "November 5, 2013"
7 as it was set without consulting with counsel regarding availability of witnesses and counsel.
8 Ximpleware is prepared to make a witness or witnesses available to testify on Ximpleware's
9 behalf concerning the deposition topics for which Ximpleware has no objections, as indicated
10 below.

11 2. XimpleWare has made a reasonable inquiry concerning the matter in each
12 particular deposition topic and document request. The following responses and objections are
13 based on XimpleWare's present state of recollection, knowledge, and belief. XimpleWare
14 reserves the right to supplement the responses set forth below at XimpleWare's option, or to
15 introduce at trial, or other proceedings related to this action, information not set forth herein if
16 such materials become known or available to XimpleWare subsequent to the date of this
17 response. Consequently, these responses are at all times subject to additional or different
18 information that discovery may disclose, and, while based on the present state of recollection, are
19 subject to such refreshing of recollection, and such knowledge or facts may result from further
20 investigation by XimpleWare and its attorneys.

21 3. XimpleWare's responses and objections are made without in any way waiving or
22 intending to waive, but on the contrary intending to preserve:

23 a. All questions as to competency, relevancy, materiality, privilege, and admissibility
24 as evidence for any purpose of the responses, documents, or subject matter thereof, in any
25 subsequent proceeding or the trial of this or any other action;

26 b. The right to object on any ground to the use of any of said responses or
27 documents, or their subject matter, in all subsequent proceedings, including the trial of this or
28 any other action;

c. The right to object on any ground to any request for further responses to these or any other discovery requests involving or relating to the subject matter of the document requests and topics for examination;

d. The right to supplement, modify, or amend the responses; and

e. Except for explicit facts admitted or denied herein, no incidental or prior admissions or denials are intended.

4. XimpleWare objects to each definition and deposition topic to the extent it
ports to impose a greater burden on XimpleWare than the California Code of Civil Procedure,
California Rules of Court, Local Rules, or any other applicable rules or statutes would
uire.

5. XimpleWare objects to each definition to the extent that it seeks to broaden the scope of allowable discovery and compel XimpleWare to produce information or documentation not in the possession, custody, or control of XimpleWare.

6. XimpleWare will respond to the subpoena to the extent it, and its individual document requests and topics for testimony, are not objectionable for the reasons below. XimpleWare reserves the right to further object to the subpoena in any response.

7. Ximpleware objects to each and every request to the extent it seeks information already in a party's possession or available to a party from some other source (including public sources) that is more convenient, less burdensome, or less expensive. This means that if you are seeking information from XimpleWare that is equally available from a party in the above-referenced litigation, XimpleWare objects to that request on that basis.

8. XimpleWare further objects to each and every request to the extent it seeks information containing confidential, financial, proprietary, or trade secret information, or any information subject to a confidentiality agreement or Protective Order. While XimpleWare does not require a Protective Order for production of its non-confidential information, XimpleWare will only produce information it deems confidential pursuant to a confidentiality agreement or Protective Order that it deems suitably protective. Should a Protective Order become necessary, we would request that you provide a draft for our review and revisions.

9. XimpleWare further objects to each and every request to the extent it seeks information protected by any privilege, including, though not limited to, the attorney-client privilege, work product immunity doctrine, joint defense privilege, common interest privilege, or any other applicable privilege, immunity, or restriction on discovery.

10. XimpleWare further objects to each and every request to the extent it is overly broad, unduly burdensome, oppressive, or seeking information that is neither relevant to the disputed issues in the action nor likely to lead to the discovery of admissible evidence.

11. XimpleWare further objects to each and every request to the extent it is vague, ambiguous, unintelligible, not limited in time or scope, fail to identify the information sought with reasonable particularity, or impose an undue burden on XimpleWare, including seeking electronically stored information that is not reasonably accessible to XimpleWare, or information that is not and has never been in XimpleWare's custody or control.

12. Pursuant to Cal. Code. Civ. Proc. § 2031.210, XimpleWare objects to each and every request on the grounds that it includes or relies upon a preface or instruction that has not been approved under Cal. Code. Civ. Proc. §2031.210 *et seq.*

13. These General Objections shall be deemed to be incorporated in full into the response to each deposition topic and request set forth below and any responses are subject to the limitation and objections set forth herein, and are without prejudice to XimpleWare's rights with respect thereto.

OBJECTIONS AND RESPONSES TO TOPICS FOR EXAMINATION

Topic No. 1:

The authors of Ximpleware's XML parser.

Response to Topic No. 1:

XimpleWare incorporates by reference each and every one of the General Objections as if set forth here in full. XimpleWare objects to this topic as vague and ambiguous regarding its use of the phrase “Ximpleware XML parser.”

Subject to and without waiving the foregoing objections, XimpleWare will produce a witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to

1 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 2 confidential information.

3 **Topic No. 2:**

4 The content of the copyright application for Ximpleware's XML parser.

5 **Response to Topic No. 2:**

6 XimpleWare incorporates by reference each and every one of the General Objections as if
 7 set forth here in full. XimpleWare objects to this topic as vague and ambiguous regarding its use
 8 of the phrase "Ximpleware XML parser."

9 Subject to and without waiving the foregoing objections, XimpleWare will produce a
 10 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 11 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 12 confidential information.

13 **Topic No. 3:**

14 The forms of licenses under which you have offered Ximpleware to third parties.

15 **Response to Topic No. 3:**

16 XimpleWare incorporates by reference each and every one of the General Objections as if
 17 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 18 information subject to a Protective Order, privacy interest, contractual obligation, or other
 19 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 20 extent that it calls for provision of confidential or proprietary information of XimpleWare.

21 XimpleWare will only testify to confidential information pursuant to a Protective Order.
 22 XimpleWare further objects to this topic as vague and ambiguous regarding its use of the phrase
 23 "forms of licenses." XimpleWare further objects to this topic as overly broad and unduly
 24 burdensome to the extent that it is not limited to a relevant time period.

25 Subject to and without waiving the foregoing objections, XimpleWare will produce a
 26 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 27 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 28 confidential information.

1 **Topic No. 4:**

2 Communications between Ameriprise or Infosys and Ximpleware.

3 **Response to Topic No. 4:**

4 XimpleWare incorporates by reference each and every one of the General Objections as if
 5 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 6 information subject to a Protective Order, privacy interest, contractual obligation, or other
 7 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 8 extent that it calls for provision of confidential or proprietary information of XimpleWare.
 9 XimpleWare will only testify to confidential information pursuant to a Protective Order.
 10 XimpleWare further objects to this topic as overly broad and unduly burdensome to the extent
 11 that it is not limited to a relevant time period.

12 **Topic No. 5:**

13 Deals or understandings between Ximpleware and Ameriprise or Infosys.

14 **Response to Topic No. 5:**

15 XimpleWare incorporates by reference each and every one of the General Objections as if
 16 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 17 information subject to a Protective Order, privacy interest, contractual obligation, or other
 18 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 19 extent that it calls for provision of confidential or proprietary information of XimpleWare.
 20 XimpleWare will only testify to confidential information pursuant to a Protective Order.
 21 XimpleWare further objects to this topic as overly broad and unduly burdensome to the extent it
 22 seeks information that is neither relevant to the disputed issues in this action nor likely to lead to
 23 the discovery of admissible evidence. XimpleWare further objects to this topic as vague and
 24 ambiguous regarding its use of the phrase “deals or understandings.” XimpleWare further objects
 25 to this topic as overly broad and unduly burdensome to the extent that it is not limited to a
 26 relevant time period.

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1 **Topic No. 6:**

2 The use of Ximpleware within a java application, including how reference is made to
 3 Ximpleware by third party software.

4 **Response to Topic No. 6:**

5 XimpleWare incorporates by reference each and every one of the General Objections as if
 6 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 7 information subject to a Protective Order, privacy interest, contractual obligation, or other
 8 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 9 extent that it calls for provision of confidential or proprietary information of XimpleWare.

10 XimpleWare will only testify to confidential information pursuant to a Protective Order.
 11 XimpleWare further objects to this topic as vague and ambiguous regarding its use of the phrases
 12 "how reference is made" and "java application." XimpleWare further objects to this topic as
 13 overly broad and unduly burdensome to the extent that it is not limited to a relevant time period.

14 Subject to and without waiving the foregoing objections, XimpleWare will produce a
 15 witness or witnesses at a mutually convenient date and time to testify to this topic, pursuant to
 16 the terms of a mutually acceptable Protective Order for the protection of XimpleWare's
 17 confidential information.

18 **Topic No. 7:**

19 The extent to which Ximpleware is integrated or embedded into third party applications.

20 **Response to Topic No. 7:**

21 XimpleWare incorporates by reference each and every one of the General Objections as if
 22 set forth here in full. XimpleWare objects to this topic to the extent it seeks disclosure of
 23 information subject to a Protective Order, privacy interest, contractual obligation, or other
 24 confidentiality obligation owed to a third party. XimpleWare further objects to this topic to the
 25 extent that it calls for provision of confidential or proprietary information of XimpleWare.

26 XimpleWare will only testify to confidential information pursuant to a Protective Order.
 27 XimpleWare further objects to this topic as overly broad and unduly burdensome to the extent
 28 that it is not limited to a relevant time period.

DOCUMENT REQUESTS

Request No. 1:

All communications with Ameriprise or Infosys including all communications with anyone acting on behalf of Ameriprise or Infosys that: relates to DCM; to any potential causes of action against Versata by Ameriprise or Ximpleware; or any alleged breaches of any license agreement by Versata.

Response to Request No. 1:

8 XimpleWare incorporates by reference each and every one of the General Objections as if
9 set forth here in full. XimpleWare objects to this request to the extent it purports to require the
10 production of documents protected by the attorney-client privilege or the work product doctrine,
11 and XimpleWare shall not produce such privileged documents. XimpleWare further objects to
12 this request to the extent it purports to require XimpleWare to produce documents containing the
13 trade secret, proprietary, or confidential information of XimpleWare or third parties; XimpleWare
14 may allow for the production of such documents under an appropriate Protective Order, but
15 pending such action, XimpleWare will not produce such documents. XimpleWare further objects
16 to this request as seeking documents that, to the extent they exist, can be more easily obtained
17 from a party in the above-captioned action, and, because such documents may be obtained more
18 readily and less expensively from a party in the action, as being unwarranted, oppressive, and
19 unduly burdensome. XimpleWare further objects to this request as overly broad, unduly
20 burdensome, and oppressive to the extent that it is not limited to a relevant time period.

21 | **Request No. 2:**

22 All Communications with Ameriprise or Infosys which relate to Ximpleware's licensing
23 practices.

24 | **Response to Request No. 2:**

25 XimpleWare incorporates by reference each and every one of the General Objections as if
26 set forth here in full. XimpleWare further objects to this request to the extent it purports to
27 require the production of documents protected by the attorney-client privilege or the work
28 product doctrine, and XimpleWare shall not produce such privileged documents. XimpleWare

1 further objects to this request to the extent it purports to require XimpleWare to produce
2 documents containing the trade secret, proprietary, or confidential information of XimpleWare or
3 third parties; XimpleWare may allow for the production of such documents under an appropriate
4 Protective Order, but pending such action, XimpleWare will not produce such documents.
5 XimpleWare further objects to this request as vague and ambiguous in its use of the phrase
6 "licensing practices." XimpleWare further objects to this request as seeking documents that, to
7 the extent they exist, can be more easily obtained from a party in the above-captioned action,
8 and, because such documents may be obtained more readily and less expensively from a party in
9 the action, as being unwarranted, oppressive, and unduly burdensome. XimpleWare further
10 objects to this request as overly broad, unduly burdensome, and oppressive to the extent that it is
11 not limited to a relevant time period.

12 **Request No. 3:**

13 All agreements, proposals, or other documents received from Ameriprise which relate to
14 DCM; to any potential or current causes of action against Versata by Ameriprise or Ximpleware;
15 or any alleged breaches of any license agreement by Versata.

16 **Response to Request No. 3:**

17 XimpleWare incorporates by reference each and every one of the General Objections as if
18 set forth here in full. XimpleWare further objects to this request to the extent it purports to
19 require the production of documents protected by the attorney-client privilege or the work
20 product doctrine, and XimpleWare shall not produce such privileged documents. XimpleWare
21 further objects to this request to the extent it purports to require XimpleWare to produce
22 documents containing the trade secret, proprietary, or confidential information of XimpleWare or
23 third parties; XimpleWare may allow for the production of such documents under an appropriate
24 Protective Order, but pending such action, XimpleWare will not produce such documents.

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1 XimpleWare further objects to this request as seeking documents that, to the extent they exist,
2 can be more easily obtained from a party in the above-captioned action, and, because such
3 documents may be obtained more readily and less expensively from a party in the action, as
4 being unwarranted, oppressive, and unduly burdensome. XimpleWare further objects to this
5 request as overly broad, unduly burdensome, and oppressive to the extent that it is not limited to
6 a relevant time period.

7 **Request No. 4:**

8 Any records of any payments made to Ximpleware by Ameriprise or Infosys, or any
9 promises to pay Ximpleware, any amount of money by Ameriprise or Infosys.

10 **Response to Request No. 4:**

11 XimpleWare incorporates by reference each and every one of the General Objections as if
12 set forth here in full. XimpleWare further objects to this request to the extent it purports to
13 require the production of documents protected by the attorney-client privilege or the work
14 product doctrine, and XimpleWare shall not produce such privileged documents. XimpleWare
15 further objects to this request to the extent it purports to require XimpleWare to produce
16 documents containing the trade secret, proprietary, or confidential information of XimpleWare or
17 third parties; XimpleWare may allow for the production of such documents under an appropriate
18 Protective Order, but pending such action, XimpleWare will not produce such documents.
19 XimpleWare further objects to this request as seeking documents that, to the extent they exist,
20 can be more easily obtained from a party in the above-captioned action, and, because such
21 documents may be obtained more readily and less expensively from a party in the action, as
22 being unwarranted, oppressive, and unduly burdensome.

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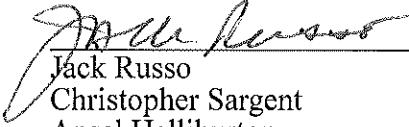
1 **Request No. 5:**

2 A copy of Ximpleware's copyright registration.

3 **Response to Request No. 5:**

4 Subject to and without waiving the foregoing objections, XimpleWare will produce a
5 copy of XimpleWare's copyright registration, pursuant to the terms of a mutually acceptable
6 Protective Order for the protection of XimpleWare's confidential information.

7
8 Dated: October 23, 2013

9 By: 
10 Jack Russo
Christopher Sargent
Ansel Halliburton

11 Attorneys for Plaintiff
12 XIMPLEWARE CORP.
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